

Project: Pipeline Inspection

Manchester Fuel Depot

Location: Manchester, Kitsap County, Washington

SUPPLY/SERVICES SOLICITATION AND SPECIFICATIONS

Closing Date: 21 August 2003

Closing Time: 5:00 PM LOCAL TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Renee' Heerhartz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Renee' Heerhartz, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS			THIS DECO I VIIS I 11S NO	ET_ASIDE	SIDE		OF	PAGES	
(THIS IS NOT AN ORDER)			THIS RFQ [X] IS [] IS NOT A SMALL BUSINESS SET-AS		LI-ASIDE		1		13
1. REQUES		2. DATE ISSUED	REQUEST NO.				RATING		
DACW67-03		13-Aug-2003	W68MD9-3191-7008			ND/OR DMS REG. 1			
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755					6. DI	6. DELIVER BY (Date) SEE SCHEDULE			
					7. DELl'		OTHER		
5b. FOR INI RENEE R HE		ALL: (Name and Tele	phone no.) (No collect calls) (206) 764-3	3478		DESTINATION (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE					FURTHE US ARM	9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755 TEL: FAX:			
10. PLEASI	E FURNISH QU 21-Aug-2003	OTATIONS TO THE	E ISSUING OFFICE IN BLOC	K 5a ON OR BEFO	RE CLOSE	OF BUSINESS:			
IMPORTAN it to the addres contract for su	NT: This is a request in Block 5a. This pplies or services.	request does not commit	notations furnished are not offers. Is the Government to pay any costs in origin unless otherwise indicated b	ncurred in the preparation	on of the subm	ission of this quotation or to			
		11. SCI	HEDULE (Include applicable	e Federal, State, an	d local taxe	s)			
ITEM NO.		SUPPLIES/ SEF	RVICES	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)			OUNT (f)
	SEE	E SCHEDU	JLE						
12. DISCOUNT FOR PROMPT PAYMENT a. 10 CALENDAR DAYS %			b. 20 CALENDAI	R DAYS %	c. 30 CALENDAR DAYS		END	AR DAYS	
	-	-	ations [] are [] are not						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DA		F TION	
			16. NAME AND TITLE OF SIGNER (Type or print)				TELEPHONE NO. (Include area code)		

Section B - Supplies or Services and Prices

QUOTE FOR:

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lump Sum	UNIT PRICE	AMOUNT			
0001	Provide all labor, materials	=	Lump Sum					
	equipment for non-personal professional services for inspection and recommendations on existing pipeline system at the Manchester Fuel Department, Manchester, WA in accordance with the attached Statement of Work, dated July 21, 200, entitled "Pipeline Inspection, Manchester Fuel Department, Manchester, WA"							
	BASE ITEM: A. API 570 Inspection Qty - 1 LS	Unit Price \$						
	OPTION ITEM 0001 B. API 570 Inspection and Tunnel piping (approximately 6500 LF of 18" and approximately 6500 LF of 24" pipeline). Qty - 1 LS Unit Price \$							
	OPTION ITEM 0002 C. Informational UT Inspection on Tunnel piping (approximately 6500 LF of 18" and approximately 6500 LF of 24" pipeline). Qty - 1 LS Unit Price \$							
	Option Items 0001 & 0002 if awarded, will be awarded within 60 Calendar days of award.							
	PURCHASE REQUEST NUMBER: W 68MD9-3191-7008							
				NET AMT				
FOB:	Destination							
<u>NOTE</u>	<u>ES</u>							
1.	Representation and Cert	ification containe	d herein must be	complete by quoter and return	ned with offer.			
2.	Marking of Quote Enve	lopes:						
	Envelopes shall be plain	ly marked as follo	ows:					

PIPELINE INSPECTION
MANCHESTER FUEL DEPOT

MANCHESTER, WASHINGTON

	Request for Quotations No.	DACW67-03-Q-0117
	CLOSING DATE AND TIME:	21 AUG 03, 5:00 PM LOCAL TIME
	AMENDMENTS NUMBERED	HAVE BEEN RECEIVED
	Federal Acquisition Regulation Supplement	of Defense Procurement has issued a final rule amending the (DFARS) to require contractors to be registered in the DOD ulting form solicitations issued after May 31, 1998.
to award	istered in CCR for consideration of future so of any contract, basic agreement, basic order	ebt Collection Improvement Act of 1996 as it requires contractors olicitations, awards, and payment. Registration is required prior ering agreement, or blanket purchase agreement from a GISTRATION IN THE CCR DATABASE WILL MAKE AN
	B Site may be accessed at http://ccr2000.com ter on Line at WWW.ACQ.OSD.MIL/EC.	. You may call 1-888-227-2423 to obtain a Registration Packet or
4. set for cl	FACNET and NON-FACNET responses will osing. Attention Faxes to Renee' Heerhartz,	Il be accepted. Responses may be faxed until the time and date (206) 764-6817
5.	Award will be made to the responsive respo	ensible offeror with the lowest total price.
(unless the Agencie Page, ww	he Government VISA credit card is accepted s; and 3) One-time payments. The EFT form	Effective 99Jun01, the Government will make all payments by EFT (a). The only exceptions are 1) Foreign Vendors; 2) Government as and instructions are on the USACE Finance Center (UFC) Web ntract for this action are Ms. Nita Clower, 901/874-8542 and Mr.
7.	DUNS Number: Remit to Address: Company Name: Address:	

Section C - Descriptions and Specifications

STATEMENT OF WORK

PIPELINE INSPECTION MANCHESTER FUEL DEPARTMENT MANCHESTER, WASHINGTON July 21, 2003

DESCRIPTION OF WORK: The Contractor shall provide all plant, labor, equipment and materials and perform all work in strict accordance with industry standards and this Statement of Work. The Contractor shall provide all plant, labor, and materials to perform inspections and provide recommendations on existing pipeline system at Manchester Fuel Department. Upon completion of inspection, a detailed written report of findings and recommendations shall be provided.

Area Description: Project is located at Manchester Fuel Department, Manchester, Washington. Inspection is to take place in many locations throughout Manchester Fuel Department. Manchester Fuel Department is a high security area and many of the locations are remote. The Contractor will have to inform the Facility Engineer and security staff of daily inspection locations. The Contractor shall keep the Facility Engineer and Quality Assurance Representative informed of inspection results, deficiencies and locations on a daily or as needed basis. Work to include inspection of approximately 34,000 lineal feet of fuel piping.

The Contractor shall be aware of the following: abide by the required security measures, take necessary precautions when entering areas that may be hazardous. There are many underground areas and mazes that have to be tracked as part of this work. The Contractor shall keep security personnel informed of working locations when entering the installation each day.

The elements of work to be accomplished at this location included in the Base Bid Item area as follows:

1. API 570 Inspection

- 1.1. This inspection shall consist of visual, and ultrasonic thickness measurement of pipelines as specified in the API 570.
- 1.2. The Contractor shall provide a detailed written report listing all deficiencies and recommended corrective action. Report shall be provided within 30 days of inspection completion.
 - 1.2.1. Upon discovery of deficiencies, the Contractor shall provide information to Facility Manager to allow correction. If corrections are made prior to completion of inspection, the correction action shall be noted and the inspector shall determine and note if correction has resolved the intended deficiency or if further corrective action is required.
- 1.3. UT thickness measurements shall be taken. The Contractor shall determine if required minimal thickness is met per applicable standards. Any areas or reading of questionable results shall be discussed with the Facility Engineer and Quality Assurance Representative and noted in the inspection report.
- 1.4. Pipeline inspection shall cover exterior of pipes, exterior coatings, openings, connections, pipe supports, corrosion, pipe wall loss and any other deficiencies noted.
- 1.5. Inspections shall attempt to use previous targets and or specific locations from the last API inspection. Facility Engineer will provide copies of the applicable documents to the contractor.
- 1.6. All UT locations used during this inspection shall be mapped and clearly marked on the pipeline with semi-permanent targets containing unique identifiers. These targets should be metallic and stick directly to the painted surface of the pipeline. If not available, the contractor shall provide an alternative target system that is acceptable to the Facility Engineer.
- 2. **API570 Report/ Executive Summary** The report shall include the following elements:
 - 2.1. Introduction and purpose of inspection

- 2.1.1. Include dates the inspections were performed, name and API certification of the inspector providing determination, type and model of equipment used and calibration information traceable to the NIST.
- 2.2. Results of inspection
 - 2.2.1. Noted deficiencies Deficiencies corrected prior to completion of inspection.
 - 2.2.2. Ultrasonic measurements with legible schematics and tables showing actual thicknesses, nominal thickness ranges and minimum wall thickness for the specific piping or equipment being tested.
 - 2.2.3. Corrosion calculations shall be provided.
- 2.3. Recommendations Deficiencies that have not been corrected at completion of inspection.
- 2.4. Applicable drawings and measurements taken.

3. **OPTION 0001**- API 570 Inspections on Tunnel piping

- 3.1. The Contractor shall perform API 570 inspections on 18" and 24" pipelines located within the pipeline tunnels
- 3.2. These pipelines have not been inspected in previously sanctioned API 570 inspections due to their protected locations and past evaluation of the API 570 requirements. The Contractor shall anticipate long runs with minimal bends in the pipeline section to be tested.
 - 3.2.1. The Contractor should anticipate approximately 6500LF of 18" pipelines.
 - 3.2.2. The Contractor should anticipate approximately 6500LF of 24" pipelines.

4. **OPTION 0002-** Informational UT Inspections on Tunnel piping

- 4.1. The Contractor shall perform informational UT inspections on 18" and 24" pipelines located within the pipeline tunnels. Informational UT inspections to be performed at 500 foot intervals and at any bends and/or pipeline erosion enhancing areas.
- 4.2. These pipelines have not been inspected in previously sanctioned API 570 inspections due to their protected locations and past evaluation of the API 570 requirements. The Contractor shall anticipate long runs with minimal bends in the pipeline section to be tested.
 - 4.2.1. The Contractor should anticipate approximately 6500LF of 18" pipelines.
 - 4.2.2. The Contractor should anticipate approximately 6500LF of 24" pipelines.

5. DRAWINGS AND SPECIFICATIONS

- 5.1. Drawings: No drawings.
- 5.2. Specifications: This work shall be completed in accordance with inspection requirements for API570 review information and data.
- 6. **CONSTRUCTION PHASING AND RESTRICTIONS**: The following phasing and restriction related issues may affect the work.
 - 6.1. Work Coordination:
 - 6.1.1. Work schedule must be coordinated with the facility representative. Facility work hours are Monday to Friday 7:30 am to 4:00 pm.
 - 6.1.2. The Contractor shall interface with facility occupants. The work shall be planned and accomplished so that there shall be a minimum of interference and inconvenience to the staff or equipment.
 - 6.1.3. The Contractor shall attend a pre-work meeting presided by the Corps of Engineers (C.O.E.), Project Lead prior to commencing construction activities. The Contractor shall contact the C.O.E. Project Lead within 5-days of issuance of contract NTP to establish a date and time for the pre-work meeting.
 - 6.2. Construction Restrictions:
 - 6.2.1. The Contractor shall adhere to the security requirements of this facility. The Contractor shall provide a daily schedule of inspection locations for the security personnel.
 - 6.2.2. The Contractor shall observe all local, state, and federal regulations while performing this contract and all construction will meet or exceed applicable industry standards.
 - 6.2.3. The Contractor will be responsible for obtaining any permits, approvals, or licenses required to perform the work.

6.2.4. The Contractor will schedule all utility outages a minimum of 7 days in advance with Facility Manager.

7. CONTRACT COMPLETION REQUIREMENTS:

7.1. Upon completion of inspection the Contractor shall provide a executive summary report in accordance with requirements listed in this statement of work.

8. **PERFORMANCE PERIOD**:

8.1. The Contractor shall be required to commence work under this contract within 10 calendar days after notice of award and complete all work under the Base Bid Item of this contract, including final report, within 60 calendar days after Notice of Award (on or before October 31, 2003).

9. TECHNICAL POINTS OF CONTACT:

9.1. It is requested that all invoices and certified payrolls be sent to:

U.S. Army Corps of Engineers

Small Projects Office

ATTN: Nilo Bonifacio

PO Box 92146

Tillicum, WA 98429 – 0146

9.2. Project lead:

Brandi Dennis -Pena

(253) 966-4372 Office or (206) 595-8447 Cell

9.3. Quality Assurance Representative:

James Priest

(253) 966-4373 Office (253) 370-2566 Cell

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
	Utilities, and Improvements	
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.243-4	Changes	AUG 1987
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Neverthless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2003)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O.'s 12722, 12724, 13059, 13067, 13121, 13129).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Feb 2002).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (APR 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989((41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition**--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

- (ix) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.dtic.mil/dfars

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$6.0 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.dtic.mil/dfars

(End of provision